

REGULAR SESSION MINUTES October 1, 2019

Chair Gene Concordia called the Regular Session of the Board of Trustees of Rowan College of South Jersey to order at 6:00 p.m. in the Executive Board Room in the Eugene J. Luciano Conference Center on the Cumberland Campus.

Meg Resue, Special Assistant to President and Board of Trustees, read the Open Public Meetings Act Statement: "In compliance with the 'Open Public Meetings Act' of the State of New Jersey, adequate notice of this meeting of the Rowan College of South Jersey Board of Trustees was provided by the forwarding of a notice on July 15, 2019, to *The South Jersey Times*, *The Courier Post*, the Gloucester and Cumberland County Freeholder Directors, Education Liaisons, Administrators, and both campus college communities."

Meg Resue then led the Pledge of Allegiance.

Roll call followed by Meg Resue:

Members Present:

Ms. Ave' Altersitz (T)

Mr. Gene Concordia

Mr. Len Daws (T)

Ms. Jean DuBois (T)

Rev. Dr. James Dunkins* (T)

Ms. Garcia Balicki, Esq.

Mr. Benjamin Griffith (T)

Ms. Ruby Love (T)

Mr. Ken Mecouch (T)

Ms. Donna Perez

Ms. White-Coursey (T)

Mr. Douglas Wills, Esq. (T)

Dr. Frederick Keating, President, Ex-Officio

*Currently non-voting member pending NJ Governor's confirmation.

(T) via conference call connection

Chair Gene Concordia welcomed everyone present for the evening and acknowledged Cumberland County Freeholder Director Joe Derella.

AGENDA SPECIFIC PUBLIC COMMENT

No comments were received when asked by Chair Concordia.

ACCEPTANCE OF MINUTES

• The RCSJ September 3, 2019 Regular and Closed Session Meeting Minutes were approved as published.

Executive Cabinet Present:

Mr. Nick Burzichelli (T)

Dr. James Piccone

Ms. Meg Resue

PRESIDENT'S REPORT

Dr. Keating provided the Trustees with an update briefing on the College's three key topics that covered the RCSJ redevelopment projects, the academic restructuring concept, and the academic partnership development strategy for both campuses.

FINANCE

At the request of Trustee Wills, Mr. Nick Burzichelli, VP & COO gave an update on the College's finances.

<u>Informational Item: Combined RCSJ Financial Statements (inclusive of separate campus statements) for the month ending August 31, 2019</u>: The monthly operating reports of revenues and expenditures were presented to the Board. (Statements attached)

On the recommendation of the President, Trustee Mecouch made a motion, seconded by Trustee Perez and unanimously approved an:

1. RCSJ – Cumberland Campus, Administrative Vehicle Usage Agreement (attached)

PLANNING/FACILITIES

At the request of Trustee Wills, Mr. Burzichelli, VP & COO reviewed the Campus Security Crime Statistics for both campuses and the listed agenda items.

<u>Informational Items: Campus Safety Crime Statistics Reports</u> – Rowan College of South Jersey Campus Safety Crime Statistics for August 20, 2019 – September 14, 2019 (both campuses). (attached)

On the recommendation of the President, Trustee Mecouch made a motion, seconded by Trustee Garcia Balicki, unanimously approving the following items: (resolution attached)

- 1. Agreement between RCSJ Cumberland Campus and Ellucian
- 2. Agreement between RCSJ and OCELOT
- 3. Agreement to purchase a Pocket Nurse Simulator
- 4. A software license agreement with TeamDynamix Solutions
- 5. The Opportunity Zone Challenge Partnership Agreement

PERSONNEL

On the recommendation of the President, Trustee Perez made a motion, seconded by Trustee DuBois, unanimously approving the following as presented: (attached)

1. Personnel Actions for the RCSJ Gloucester and Cumberland Campuses

On the recommendation of the President, Trustee Perez made a motion, seconded by Trustee Love, unanimously approving the following by roll call vote:

1. RCSJ President's Employment Agreement (attached)

	VOTE		VOTE
Ms. Altersitz	Yes	Ms. Love	Yes
Mr. Concordia	Yes	Mr. Mecouch	Yes
Mr. Daws	Yes	Ms. Perez	Yes
Ms. DuBois	Yes	Ms. White-Coursey	Yes
Ms. Garcia Balicki, Esq.	Yes	Mr. Wills, Esq.	Yes
Mr. Griffith	Yes		

*Rev. Dr. Dunkins - Currently non-voting member pending NJ Governor's confirmation.

Regular Session Minutes October 1, 2019

ACADEMIC SERVICES

On the recommendation of the President, Trustee Balicki made a motion, seconded by Trustee Perez, unanimously approving the following items: (resolutions attached)

- 1. Accept funding and to execute services on the RCSJ-Cumberland Campus from the Cumberland/Salem Regional Consortium Adult Basic Skills & Integrated English Literacy and Civics Education Grant Program
- 2. Apply & Upon Approval, Accept Funding from the NSF Improving Undergraduate STEM Education: Hispanic-Serving Institutions Grant Program Cumberland Campus

Academic Comments:

Dr. Piccone provided details with regard to the 2.5 million NSF Grant application as approved by the Board, which received significant support from fifteen (15) partners with representation from educational, industry, and community-based institutions.

Dr. Piccone also mentioned the well-attended memorial service celebration on September 30th to honor Professor John Gibbs, an English Professor who had recently passed away. Professor Gibbs provided dedicated service to the College and the students of Cumberland County for a half century.

POLICY UPDATE AND DATES-TO-REMEMBER

Meg Resue, Special Assistant to President and Board of Trustees informed the Board that Sandy Evans has been working to expand the Gloucester Campus's Policy Advisory Committee to include Cumberland representation from across the Cumberland campus to garner diverse thought and feedback during the policy development process. All of the Board's policies are posted to the College website, and 80 percent of the College's administrative procedures associated with those policies are posted as well.

The dates-to-remember were emailed to the Trustees and Ms. Resue will follow-up later in the week if she receives any additional updates.

PUBLIC PORTION

Chair Concordia asked if there were any public comments.

Dr. Jim Piccone reminded Dr. Keating to mention that RCSJ's respective Gloucester and Cumberland men's and women's soccer teams participated in the Inaugural Rowan College Derby for the South Jersey Shield on Thursday, September 26, at the Rowan University's Athletic Complex where they met on the field to compete against each other for the first time since the merger. It was a highly entertaining event with a large crowd attending. The Gloucester women's team won the women's game and the Cumberland men's team won the men's game. The winning teams got to take the South Jersey Shield to their respective campuses for display in their respective athletic departments until next year's competition. The College is looking to do something similar with the basketball teams.

The RCSJ athletic programs are alive and well, and demonstrate the potential to represent New Jersey and the College well regionally and nationally.

Regular Session Minutes October 1, 2019

ADJOURNMENT

At 6:42 p.m., Trustee Perez made a motion, seconded by Trustee Balicki. The motion was unanimously approved to adjourn the meeting.

Respectfully submitted,

Jean L. DuBois, Secretary

Notes taken by Meg Resue

ROWAN COLLEGE OF SOUTH JERSEY MONTHLY OPERATING REPORT FOR THE MONTH ENDING AUGUST 31, 2019

	8/31/2019					
		Budget		Actual	Delta	
		Amount		Y-T-D		Y-T-D
Current Operating Revenues						
Educational and General Student Tuition - Credit	\$	24,944,624 80,000	\$	12,605,586 10,250	\$	(12,339,038) (69,750)
Police Academy - Tuition Fire Academy - Tuition		52,000		6,485		(45,515)
Continuing Education		2,296,000		349,531		(1,946,469)
Fees Out of County		14,136,654 290,000		6,795,189 5,631		(7,341,465) (284,369)
Government Appropriations		8,787,610		1,431,804		(7,355,806)
State Police Academy - State Funding		198,523		33,087		(165,436)
Fire Academy - State Funding		9,430		1,572		(7,858)
Continuing Ed - State Funding		107,168		17,861		(89,307)
County		14,692,600		1,648,150		(13,044,450)
Other Revenues		964,300		80,912		(883,388)
Auxiliary Enterprises		1,365,500		104,872		(1,260,628)
Reserve from FY19		500,000				(500,000)
Drawdown from Unrestriced Fund Balance		390,025				(390,025)
Total Revenues	\$	68,814,434	\$	23,090,930	\$	(45,723,504)
Current Operating Expenditures						
Instruction - Total	\$	22,234,861	\$	1,603,628	\$	20,631,233
Personnel - FT		10,089,024		371,930		9,717,094
Personnel - FT OT, OL, Misc		3,161,449		547,351		2,614,098
Benefits		3,673,629 4,613,839		282,110 270,797		3,391,519 4,343,042
Personnel - PT Expenses		696,920		131,440		565,480
Continuing Education - Total	\$	2,292,565	\$	323,997	\$	1,968,568
Personnel - FT		653,428		110,565		542,863
Personnel - FT OT, OL, Misc		2,780		420		2,360
Benefits		476,996		61,079		415,917
Personnel - PT Expenses		534,786 624,575		107,909 44,024		426,877 580,551

Police Academy - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	538,030 258,312 - 203,683 34,529 41,506	\$ 82,172 43,516 26,529 4,651 7,476	\$ 455,858 214,796 - 177,154 29,878 34,030
Fire Academy - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	319,289 137,321 6,049 101,525 43,323 31,071	\$ 51,586 22,730 351 13,857 2,198 12,450	\$ 267,703 114,591 5,698 87,668 41,125 18,621
Academic Support - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	6,676,016 2,950,646 83,129 1,927,050 839,456 875,735	\$ 893,571 407,517 4,874 235,904 86,367 158,909	\$ 5,782,445 2,543,129 78,255 1,691,146 753,089 716,826
Student Services - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	13,548,964 6,513,363 72,324 4,559,941 871,387 1,531,949	\$ 1,992,329 1,078,871 174 631,509 94,388 187,387	\$ 11,556,635 5,434,492 72,150 3,928,432 776,999 1,344,562
Institutional Support - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	12,655,455 4,723,169 940 3,223,548 327,682 4,380,116	\$ 2,339,291 815,504 3,194 443,044 29,024 1,048,525	\$ 10,316,164 3,907,665 (2,254) 2,780,504 298,658 3,331,591
Operating & Maintenance - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	9,295,646 2,102,462 112,455 1,306,438 63,945 5,710,346	\$ 934,164 343,110 11,589 202,923 4,561 371,981	\$ 8,361,482 1,759,352 100,866 1,103,515 59,384 5,338,365
Leasing Expenses Retiree Benefits Auxiliary Enterprises Minor Capital	\$ \$ \$	58,000 566,100 379,508 250,000	- 58,083 28,108 49,416	58,000 508,017 351,400
Total Operating Expenditures	\$	68,814,434	\$ 8,356,345	\$ 60,257,505

ROWAN COLLEGE OF SOUTH JERSEY MONTHLY OPERATING REPORT FOR THE MONTH ENDING AUGUST 31, 2019 Gloucester Campus

				8/31/2019		
		Budget		Actual		Delta
		Amount		Y-T-D		Y-T-D
Current Operating Revenues						
Educational and General						
Student Tuition - Credit	\$	17,592,912	\$	8,809,094	\$	(8,783,818)
Police Academy - Tuition		80,000		10,250		(69,750)
Fire Academy - Tuition		52,000		6,485		(45,515)
Continuing Education		1,250,000		151,981		(1,098,019)
Fees		10,727,684		5,269,108		(5,458,576)
Out of County		40,000		***		(40,000)
Government Appropriations						
State		5,487,610		852,992		(4,634,618)
Police Academy - State Funding		198,523		33,087		(165,436)
Fire Academy - State Funding		9,430		1,572		(7,858)
Continuing Ed - State Funding		107,168		17,861		(89,307)
County		8,100,000		. 8		(8,100,000)
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Other Revenues		246,800		34,388		(212,412)
Auxiliary Enterprises		605,500		42,222		(563,278)
Reserve from FY18						_
Drawdown from Unrestriced Fund Balance		390,025				(390,025)
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Total Revenues	\$	44,887,652	\$	15,229,040	\$	(29,658,612)
Current Operating Expenditures						
Instruction - Total		13,850,763	\$	1,086,420	\$	12,764,343
Personnel - FT	*	7,197,908	*	280,162	•	6,917,746
Personnel - FT OT, OL, Misc		2,180,449		401,286		1,779,163
Benefits		1,331,629		170,798		1,160,831
Personnel - PT		2,802,457		160,159		2,642,298
Expenses		338,320		74,015		264,305
Continuing Education - Total	\$	1,625,212	\$	187,874	\$	1,437,338
Personnel - FT	*	459,350	Ψ	77,187	Ψ	382,163
Personnel - FT OT, OL, Misc		2,780		420		2,360
Benefits		376,996		47,056		329,940
Personnel - PT		245,811		37,272		208,539
Expenses		540,275		25,939		514,336
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Police Academy - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	538,030 258,312 - 203,683 34,529 41,506	\$ 82,172 43,516 26,529 4,651 7,476	\$	455,858 214,796 - 177,154 29,878 34,030
Fire Academy - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	319,289 137,321 6,049 101,525 43,323 31,071	\$ 51,586 22,730 351 13,857 2,198 12,450	\$	267,703 114,591 5,698 87,668 41,125 18,621
Academic Support - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	4,001,266 1,622,357 70,529 1,225,400 478,190 604,790	\$ 608,616 257,834 4,710 157,185 48,416 140,471	\$	3,392,650 1,364,523 65,819 1,068,215 429,774 464,319
Student Services - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	9,891,837 4,611,041 68,425 3,703,141 416,234 1,092,996	\$ 1,408,949 784,296 18 478,137 34,596 111,902	\$	8,482,888 3,826,745 68,407 3,225,004 381,638 981,094
Institutional Support - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	7,728,637 2,896,405 940 2,433,748 146,542 2,251,002	\$ 1,430,679 512,646 - 312,528 18,811 586,694	\$	6,297,958 2,383,759 940 2,121,220 127,731 1,664,308
Operating & Maintenance - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	6,218,010 1,987,395 112,455 1,253,538 45,315 2,819,307	\$ 748,610 319,777 11,589 194,948 4,561 217,735	\$	5,469,400 1,667,618 100,866 1,058,590 40,754 2,601,572
Leasing Expenses Retiree Benefits Auxiliary Enterprises	\$ \$ \$	58,000 566,100 90,508	58,083 1,203	\$ \$ \$	58,000 508,017 89,305
Total Operating Expenditures	\$	44,887,652	\$ 5,664,192	\$	39,223,460

ROWAN COLLEGE OF SOUTH JERSEY MONTHLY OPERATING REPORT FOR THE MONTH ENDING AUGUST 31, 2019 Cumberland Campus

	8/31/2019					
		Budget				Delta
		Amount		Y-T-D		Y-T-D
Current Operating Revenues						
Educational and General						
Student Tuition - Credit	\$	7,501,712	\$	3,835,682	\$	(3,666,030)
Continuing Education		1,046,000		197,550		(848,450)
Fees		3,408,970		1,526,081		(1,882,889)
Out of County (Charge back)		250,000		5,631		(244,369)
Waivers		(150,000)		(39,190)		110,810
Government Appropriations						
State		3,300,000		578,812		(2,721,188)
County		6,592,600		1,648,150		(4,944,450)
Other Revenues		717,500		46,524		(670,976)
Auxiliary Enterprises		760,000		62,650		(697,350)
Adamary Emerphose		700,000		02,000		(037,330)
Reserve from FY19		500,000				(500,000)
Drawdown from Unrestriced Fund Balance						: = 2
Total Revenues	\$	23,926,782	\$	7,861,890	\$	(16,064,892)
Current Operating Expenditures						
Instruction - Total	\$	8,384,099	\$	517,208	\$	7,866,891
Personnel - FT		2,891,117		91,768		2,799,349
Personnel - FT OT, OL, Misc		981,000		146,065		834,935
Benefits		2,342,000		111,312		2,230,688
Personnel - PT		1,811,382		110,638		1,700,744
Expenses		358,600		57,425		301,175
Continuing Education - Total	\$	667,353	\$	136,123	\$	531,230
Personnel - FT		194,078		33,378		160,700
Personnel - FT OT, OL, Misc						- 2
Benefits		100,000		14,023		85,977
Personnel - PT		288,975		70,637		218,338
Expenses		84,300		18,085		66,215
Academic Support - Total	\$	2,337,666	\$	248,591	\$	2,089,075
Personnel - FT		1,216,300		131,018		1,085,282
Personnel - FT OT, OL, Misc	1	12,600		164		12,436
Benefits		634,500		67,236		567,264
Personnel - PT Expenses		251,466		33,559 16,614		217,907
Lypenses		222,800		16,614		206,186
Student Services - Total	\$	3,657,134	\$	583,380	\$	3,073,754

Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses		1,902,322 3,899 856,800 455,153 438,960	294,574 156 153,372 59,792 75,485		1,607,748 3,743 703,428 395,361 363,475
Public Service - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	337,089 111,989 67,150 109,800 48,150	\$ 36,364 18,665 - 11,482 4,392 1,824	\$	300,725 93,324 - 55,668 105,408 46,326
Institutional Support - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	4,926,804 1,826,764 789,800 181,140 2,129,100	\$ 908,612 302,858 3,194 130,516 10,213 461,830	\$	4,018,192 1,523,906 (3,194) 659,284 170,927 1,667,270
Operating & Maintenance - Total Personnel - FT Personnel - FT OT, OL, Misc Benefits Personnel - PT Expenses	\$	3,077,637 115,067 52,900 18,630 2,891,040	\$ 185,554 23,333 - 7,975 - 154,246	\$	2,892,083 91,734 - 44,925 18,630 2,736,794
Leasing Expenses Retiree Benefits Minor Capital Auxiliary Enterprises	\$ \$ \$	250,000 289,000	49,416 26,905	\$ \$ \$ \$ \$	200,584 262,095
Total Operating Expenditures	\$	23,926,782	\$ 2,692,153	\$	21,234,629



Rowan College of South Jersey (RCSJ) authorizes Dr. James Piccone, Vice President/Chief Administrative Officer - Cumberland Campus, use of the 2019 Chevy Impala LS vehicle that is owned and titled to the College, for professional use and minimal personal use. Personal mileage must be logged by date and corresponding number of personal miles driven. This log must be submitted to the payroll department on a quarterly basis. At the end of each calendar year, all personal mileage will be taxed via the Payroll system.

Dr. Piccone must agree to follow Policy & Administrative Procedure 5007, Use of College Vehicles.

In the event Dr. Piccone ceases for any reason to be Vice President/Chief Administrative Officer for RCSJ-Cumberland Campus, he shall immediately return the vehicle to the Cumberland Campus of the institution.

Gene J. Concordia, Chair RCSJ Board of Trustees

Dr. Frederick Keating, President

Dr. James Piccone, VP/Chief Administrative Officer

RCSJ – Cumberland Campus

SAFETY AND SECURITY DEPARMENT



REPORT

TO:

Dominick J. Burzichelli, Vice President, C.O.O.

FROM:

Joseph M. Getsinger, Executive Director of Security, Gloucester Campus Andres Lopez, Director of Campus Safety and Security, Cumberland Campus

FROM: DATE:

September 14, 2019

SUBJECT:

CRIME STATISTICS for of August 20 through September 14, 2019

In accordance with New Jersey Statute P.L. 2015, Chapter 220, S485, supplementing Chapter 3b of Title 18A, enacted January 19, 2016 the President of each public institution of higher education shall report to the governing board of the institution, at each of its regular meetings, all crimes, fires and other emergencies which occurred on campus during the previous reporting period. For the purpose of this report Rowan College at Gloucester County is following the Clery Act definitions for reporting crime statistics.

DESCRIPTION	GLOUCESTER	CUMBERLAND
Burglary	0 Incidents	0 incidents
Criminal Trespass	0 Incidents	0 incidents
Possession of Controlled Dangerous Substances	0 Incidents	0 incidents
Underage Alcohol Consumption	0 Incidents	0 incidents
Thefts	0 Incidents	0 incidents
Harassment	1 Incidents	0 incidents
Criminal Mischief	0 Incidents	0 incidents
Receiving Stolen Property	0 Incidents	0 incidents
False Public Alarms	0 Incidents	0 incidents
Emergency Notifications	2 Incidents	0 incidents
Assault	0 Incidents	0 incidents
Sexual Assault	0 Incidents	0 incidents
Hate Crimes	0 Incidents	0 incidents
Violence Against Women	0 Incidents	0 incidents
Timely Warnings	0 Incidents	0 incidents
Motor Vehicle Accidents	6 Incidents	2 incidents
Fire	0 Incidents	0 incidents
Medical Incidents	6 Incidents	3 incidents



RESOLUTION TO APPROVE AN AGREEMENT BETWEEN ROWAN COLLEGE OF SOUTH JERSEY AND ELLUCIAN

WHEREAS, Pursuant to the provisions of NJSA 18A:64A-25.5 (19), the Board of Trustees may by resolution purchase goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware without public advertising for bids; and

WHEREAS, the college administration has determined that Ellucian is the sole source provider of Colleague software; and

WHEREAS, Ellucian has submitted a proposal to provide consulting services to the Rowan College of South Jersey Cumberland Campus for Colleague Reporting Synoptix for Finance and Data Migration and Mapping totaling \$30,668 and a proposal for upgrading Ellucian CRM Recruiting software for \$13,090 for a combined total of \$43,758; and

WHEREAS, the Chief Financial Officer has certified the availability of funds;

NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees authorizes the Rowan College of South Jersey Cumberland Campus to enter into an agreement with Ellucian to provide the consulting services as necessary for a cost not to exceed \$43,758.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held October 1, 2019.

Gene L Concordia, Chai

Attested:





RESOLUTION TO APPROVE AN AGREEMENT BETWEEN ROWAN COLLEGE OF SOUTH JERSEY AND OCELOT FOR THE PURCHASE OF CHATBOT SOFTWARE

- WHEREAS, Pursuant to the provisions of NJSA 18A:64A-25.5 (19), the Board of Trustees may by resolution purchase goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware without public advertising for bids; and
- **WHEREAS**, the college administration has determined that OCELOT is the sole source provider of Penny Chatbot software; and
- WHEREAS, OCELOT has submitted a proposal to provide access to their suite of Chatbot products and services for the Gloucester and Cumberland campuses for a three-year period, \$19,400 year one, \$24,400 year two and \$24,400 year three for a total of \$68,200; and
- **WHEREAS**, the Chief Financial Officer of the college has certified the availability of funds;
- NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees authorizes the Rowan College of South Jersey to enter into an agreement with OCELOT to provide access to Chatbot products and services for a period of three years totaling \$68,200 as per agreement.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held October 1, 2019.

Gene J. Concordia, Chair

Attested:





RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE THE AWARD OF A CONTRACT TO PURCHASE A POCKET NURSE BIRTHING SIMULATOR FOR THE NURSING PROGRAM

WHEREAS, Rowan College of South Jersey needs an advanced birthing simulator; and

WHEREAS, Rowan College of South Jersey, pursuant to N.J.S.A. 52:34-6.2 and LFN 2012-10, may by resolution and without advertising for bids, purchase any materials, supplies, goods, services or equipment entered into under a National Cooperative Purchasing Program; and

WHEREAS, the vendor selected has a Contract with OMNIA Partners, which Rowan College of South Jersey is a member utilizing contract #R190201; and

WHEREAS, Pocket Nurse has submitted a quote based on contract pricing to provide a Smart Mom Advanced Birthing Simulator with Auto Delivery to the Rowan College of South Jersey Gloucester Campus; and

WHEREAS, the Chief Financial Officer of the college has certified that the funds are available for this project; and

NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees authorizes the Rowan College of South Jersey, Gloucester Campus to enter into an agreement Pocket Nurse in the amount of \$31,645.10.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held October 1, 2019.

Gene J. Concordia, Chair

Attested:



RESOLUTION TO APPROVE AN AGREEMENT BETWEEN ROWAN COLLEGE OF SOUTH JERSEY AND TEAMDYNAMIX SOLUTIONS

WHEREAS, Pursuant to the provisions of NJSA 18A:64A-25.5 (19), the Board of Trustees may by resolution purchase goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware without public advertising for bids; and

WHEREAS, the college administration has determined that TeamDynamix Solutions is the sole source provider of TeamDynamix software; and

WHEREAS, TeamDynamix Solutions LLC has submitted a proposal to provide software to the Rowan College of South Jersey Gloucester Campus for three years, year one \$17,770.71, year two \$18,273.83 and year three \$18,792.04 totaling \$54,836.58; and

WHEREAS, the Chief Financial Officer has certified the availability of funds;

NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees authorizes the Rowan College of South Jersey, Gloucester Campus to enter into an agreement with TeamDynamix Solutions LLC to provide the software for a three year period totaling \$54,836.58, as per agreement.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held October 1, 2019.

Gene J. Concordia, Chair

Attested:



STRATEGIC PARTNERSHIP AGREEMENT OPPORTUNITY ZONE CHALLENGE

THIS AGREEMENT made as of this 3 day of 2, 2019 by and among CUMBERLAND COUNTY, a body politic of the State of New Jersey with an address of 164 W. Broad St. Bridgeton, NJ 08302 ("County"), and CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, a body politic and corporate with offices at 745 Lebanon Road, Millville, New Jersey 08332 ("Authority"), CUMBERLAND COUNTY EMPOWERMENT ZONE, a NJ not for profit with offices located at 745 Lebanon Rd., Millville, NJ 08332, the CUMBERLAND DEVELOPMENT CORPORATION, A New Jersey not for profit organization with an address of 76 Magnolia Avenue, Bridgeton, NJ 08302, The CUMBERLAND CEO GROUP, a not for profit organization located at 700 Wood Street, Vineland, NJ; NJ COMMUNITY CAPITAL, a private organization located at 108 Church St, #3, New Brunswick, NJ 08901, ROWAN COLLEGE OF SOUTH JERSEY, a higher education institution in the State of NJ, located at 3322 College Dr., Vineland, NJ 08362,

RECITALS

WHEREAS, the NJ Economic Development Authority (NJEDA) has developed a grant opportunity in the form of the Opportunity Zones Challenge providing five grants of \$100,000; and

WHEREAS, the Opportunity Zones Challenge has been designed to enhance community knowledge, skills, and abilities in municipalities and counties who have census tracts designated as federal Opportunity Zones as defined by 26 U.S. Code 1400Z-1, for the purpose of enhancing community capacity to attract Zone-based investments; and

WHEREAS, Cumberland County has a total of 5 designated Opportunity Zones, with the City of Millville having one (1) of the designated Opportunity Zones, the City of Bridgeton having two (2) of the designated Opportunity Zones, and the City of Vineland having two (2) of the designated Opportunity Zones making each municipality and the County eligible to apply for the Opportunity Zone Challenge; and

WHEREAS, a municipal partnership within whose geographic boundaries are located at least one (1) census tract designated as an Opportunity Zone are eligible to apply, with the partnership designating the county government as the lead agent for the grant under whose name the application will be submitted, a grant agreement executed, grant disbursements made and grant deliverables completed and submitted; and

WHEREAS, the municipalities of Vineland, Bridgeton, and Millville desire, and are eligible, to form a municipal partnership for the purposes of submitting a grant application under the Opportunity Zones Challenge, with Cumberland County as the lead entity and Cumberland County Improvement Authority as the lead strategic partner; and

WHEREAS, the municipalities have a long history of working collaboratively through joint projects that advance the economic development of the county, including the NJ Urban Enterprise Zone program and the federal Empowerment Zone program; and

WHEREAS, an Opportunity Zone Investment Plan would be created under the Opportunity Zones Challenge which would provide targeted marketing, zone materials, and redevelopment designations to attract private investment to zone sites and businesses; and

WHEREAS, the partners listed in this agreement desire to enter into a Strategic Partnership Agreement for the submission of an Opportunity Zones Challenge grant application with the County serving as the Lead Entity and with the CCIA serving as the lead Strategic Partner; and

NOW THEREFORE, for and in consideration of the mutual covenants herein, all other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. <u>Introduction</u>. The NJ Economic Development Authority has created a program known as "Opportunity Zone Challenge Program" in order to build the capacity of county and municipal governments with census tracts designated as Opportunity Zones to attract private capital and implement projects. Opportunity Zones represent a new community investment tool delivered through federal tax policy, particularly the reinvestment of unrealized capital gains into Opportunity Funds in areas of distress in return for a deferment of tax.

Cumberland County has five (5) designated Opportunity Zones in the Cities of Bridgeton, Vineland, and Millville, each with developable sites. Each of these cities needs assistance in maximizing and leveraging the Opportunity Zones incentive to create economic and social benefits to combat the levels of distress in the County. Harnessing this development potential can result in significant capital investment in real estate and business equity projects with the potential to create lasting economic change.

Strategic partnerships are encouraged for the implementation of the Opportunity Zone Challenge program to assist in guiding private investment and ultimately the economic growth of the region. At least one strategic partner must be identified to participate in the Opportunity Zone Challenge Program.

- 2. <u>Lead Agency</u>. The County of Cumberland (the "County") shall serve as the lead agency and the County's contact person shall be Kimberly Wood, County Administrator.
- 3. <u>Municipal Partners</u>. The Municipal Partners and their applicable points of contact shall be as follows:
- a. The City of Vineland Mayor Anthony Fanucci and Sandra Forosisky, Economic Development Director.

- b. The City of Millville Mayor Michael Santiago and Samantha Silvers, Supervising Planner.
- c. The City of Bridgeton Mayor Albert Kelly and Kevin Rabago, Special Asst to the Mayor and Economic Development Director
- 4. <u>Strategic Partners</u>. The Strategic Partners and their applicable points of contact shall be as follows:
- a. Cumberland County Improvement Authority, Gerard Velazquez, President, CEO.
 - b. Rowan College of SJ, Dr. Frederick Keating, President.
 - c. The CEO Group, Louis Magazzu, CEO.
- d. The Cumberland Development Corporation, Anthony Stanzione, Executive Director.
- e. New Jersey Community Capital, Marie Mascherin, Chief Operating Officer
- 5. <u>Strategic Partner Obligations.</u> To advance the goals of the Opportunity Zone Challenge Program, the Strategic Partners, agree as follows:
- a. Cumberland County government, specifically Kimberly Wood, Administrator, will serve as the lead agency and as such serve as the sole entity under whose name the application will be submitted and with whom the Economic Development Authority would execute a grant agreement in the event of an application approval. As lead agency the County will also receive grant disbursements from the NJEDA per the terms of the grant agreement and distribute them among partners as necessary. The County will solely be responsible for meeting the deliverables of the contract.
- b. Cumberland County Improvement Authority will serve as the lead strategic partner to prepare the application, secure subcontractors for the plan components, coordinate the plan with the future 2020 Strategic Plan and engage stakeholders, particularly business partners, and be the One Stop Resource Center for Opportunity Zones in Cumberland County.
- c. To designate Rowan College of South Jersey, The CEO Group, New Jersey Community Capital, and the Cumberland Development Corporation as secondary strategic partners advancing the Strategic Investment Plan with their individual expertise as follows:
- i. CUMBERLAND EMPOWERMENT ZONE: to operate as a community development financial institution for lending to zone businesses and to potentially create Opportunity Zone

Funds; to participate in the design and distribution of marketing materials and direct private investment into the Opportunity Zones throughout Cumberland County

- ii. NJ COMMUNITY CAPITAL: to operate as a community development financial institution for lending to zone businesses and to potentially create Opportunity Zone Funds and direct private investment into the five Cumberland County Opportunity Zones
- iii. THE CUMBERLAND CEO GROUP: to distribute marketing and investment materials advancing the Opportunity zones and to hold at least one stakeholder meeting with Cumberland County businesses and investors;
- iv. THE CUMBERLAND DEVELOPMENT CORPORATION: to distribute marketing and investment materials advancing the Opportunity Zones, advocate for businesses on the western side of Cumberland County and to assist in holding one stakeholder meeting on the western side of Cumberland County;
- v. ROWAN COLLEGE OF SOUTH JERSEY: to distribute marketing and investment materials advancing the Opportunity Zones, provide meeting space for business and investment stakeholder groups in the Luciano Center, offer classes and workforce training in the Opportunity Zones for Opportunity Zone businesses, including the Arts and Innovation Center in Millville, NJ

6. Miscellaneous.

a. <u>Notices.</u> Unless otherwise specified herein, all notices, requests or other communications to or upon the respective parties hereto or referred to herein shall be deemed to have been given (a) in the case of notice by letter, when delivered by hand or four (4) days after the same is deposited in the mails, first-class postage prepaid, , and (b) in the case of notice by telecopy, when sent, receipt confirmed, addressed to them as follows, when emailed, when sent to the address below and a read receipt is received from the sender, or at such other address or email address as any of the parties hereto may designate by written notice to the other parties hereto:

If to the Authority:

Cumberland County Improvement Authority Attn: Gerard Velazquez III, Executive Director

745 Lebanon Road Millville, NJ 08332

To the County:

County of Cumberland c/o Kimberly Wood 790 E. Commerce Street Bridgeton, NJ 08302

b. <u>Amendments</u>. This Agreement may not be amended or modified for any reason without the written consent of all parties

- c. <u>Successors and Assigns</u>. The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other parties hereto. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- d. <u>Heading for Reference Only</u>. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.
- e. <u>No Personal Liability</u>. No covenant, condition or agreement contained in the Agreement, shall be deemed to be the covenant, condition or agreement of any past, present or future elected official, officer, agent or employee of any of the parties, in their individual capacity, and neither the elected officials, officers, agents or employees of any party to this Agreement, nor any officials executing this Agreement, shall be liable personally on this Agreement by reason of execution hereof by such person or arising out of any transaction or activity relating to this Agreement.
- f. <u>Severability</u>. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.
- g. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.
- h. <u>Governing Law</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

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IN WITNESS WHEREOF, the parties hereto have placed their signature and appropriate seals on the day and year mentioned on the first page of this Agreement.

WITNESS:	CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
	NAME: Gerard Velazquez, III TITLE: Executive Director
WITNESS	COUNTY OF CUMBERLAND
	NAME: Kimberly Wood TITLE: County Administrator
WITNESS	CUMBERLAND EMPOWERMENT ZONE
	NAME: Jeannine MacDonald TITLE: Ex. Director
WITNESS	THE CUMBERLAND CEO GROUP
	NAME: Louis Magazzu, Esquire TITLE: Executive Director
WITNESS	THE CUMBERLAND DEVELOPMENT CORP
	NAME: Anthony Stanzione TITLE: Executive Director

WITNESS	NEW JERSEY COMMUNITY CAPITAI CORP					
	NAME: TITLE:					
WITNESS	ROWAN COLLEGE OF SOUTH JERSEY					
Mes Resule Spic assistant to Rundert	NAME: Dr. Frederick Keating TITLE: President					

SCOPE OF OPPORTUNITY ZONE CHALLENGE JOINT APPLICATION

The NJEDA has set aside \$500,000 to create the Opportunity Zone Challenge Program. This program will award five (5) grants of \$100,000 each to five (5) municipalities and/or counties in order to increase capacity to advance and invest in Opportunity Zones. Municipal partnerships can apply jointly for one of the five grants that will be awarded. The application must also include at least one strategic partner.

After discussions with the three Opportunity Zone communities (Bridgeton, Millville, and Vineland), Cumberland County would like to submit an application on behalf of the zone communities in the form of municipal partnership focused on the 5 Zones (i.e. qualifying census tracts). The Cumberland County Improvement Authority would serve as the lead strategic partner and would be the administrative agent for the grant. The cities must execute a formal partnership agreement with the strategic partner(s) before the grant is submitted in mid-September.

Grant recipients and sub-recipients would be required to design and submit an Opportunity Zone-focused plan to guide economic growth and development with plan components to include marketing, business development, financial analysis and municipal planning. Stakeholders must be engaged in the process. NJEDA will announce funding awards in Oct. 2019.

The components of the Opportunity Zone Strategic Plan for Cumberland County would be focused on a targeted marketing plan for zone development and the creation of upto-date redevelopment areas and/or plans that encompass each of the five zones. Marketing would include software and data that would micro-target the food industry to identify expanding companies, a 3-4 minute video that would highlight the positive assets in Cumberland County's zones to attract investment to the area, the creation of a dedicated website for all five Opportunity Zones with accompanying printed materials. The CCIA would contract for these services and manage them. An Opportunity Zone Advisory Committee would be formed to help implement the strategy.

The short term objective of the plan is to gain exposure for Cumberland County's zones in order to make investors aware of our assets and advantages with the goal of attracting investment. The CCIA would serve a one-stop resource center for the county's opportunity zones. The plan would showcase potential projects in all three cities and market them in a variety of ways. Each city would be highlighted in the planned Cumberland Opportunity Zones website as well as in a video about the county in order to meet community investment goals.

The long term goal will be to accelerate significant development projects that create jobs and expand the ratable base in all three communities. If successful, investors will have confidence to invest in key sectors of our economy while enjoying the incentives offered by the Opportunity Zone program.

SPECIFIC PROJECTS:

MARKETING:

MICRO TARGETING OF INDUSTRIES/INVESTORS:

Purchase of Gazelle.ai Software: this is powerful artificial intelligence driven platform that provides investment attraction services to economic development professionals; it uses "big data" to create a platform that finds expanding industries, active investors and venture capital, and existing expansion projects looking for investment. Because companies are indexed by their likelihood to expand, this program allows us to search for particular industries seeking investment, which we can narrow down to the opportunity zone areas.

INVEST IN CUMBERLAND COUNTY VIDEO:

A 3-4 minute video that will be able to be broken down into 30 sec and 1 minute segments to be used on social media, radio, and presentations. Will include interviews with existing business CEO's explaining their commitment to Cumberland County and why they have invested here.

CUMBERLAND COUNTY OPPORTUNITY ZONE WEBSITE:

A dedicated website that can be linked to all Cumberland County communities, the county website, the CCIA and partner websites, that will serve as the portal to Cumberland County Opportunity Zones. In addition to having sections specifically for each of the 3 zone communities, and individual sections for Project information, Partner information, Investor information and Community information. This site will be modeled after the Opportunityalabama.com website. Mapping of the zones and priority projects will be part of the site as will general information on OZ's and how to set up a fund and actually invest.

The site will help potential investors and project owners understand the OZ landscape and also facilitate connections between project sponsors and potential investors. Project owners will be able to submit projects to be highlighted on the site.

EXPANDING INDUSTRY PRINTED MATERIALS:

Professionally designed and created printed materials with cutting edge design- die cut envelop containing 5 x/ 8 cards on expanding industries such as: advanced manufacturing, agriculture, and food- based industries. Four way fold out brochure for each OZ community, with maps, contacts, project information. To be provided to interested investors to demonstrate the existing capacity and success of business sector in Opportunity Zone Communities.

STAKEHOLDER MEETINGS:

Small stakeholder workshops to be held at Rowan College of SJ, a central site

FINANCIAL PLANNER/ADVISORS/ACCOUNTANTS/BANKERS MEETING;

OPPORTUNITY ZONE BUSINESSES MEETING:

ENTREPRENEURS MEETING:

REAL ESTATE BROKERS/AGENTS MEETING:

ZONING/REGULATORY:

OPPORTUNITY ZONE REDEVELOPMENT AREAS:

Planners will analyze any existing redevelopment plans for areas within the Opportunity Zones, update those plans and work directly with the cities to develop overall Redevelopment Plans that coincide with the boundaries of the OZ's. In some cases there are small areas within the OZs where older Redevelopment Plans exist; in others Redevelopment Plans must be created.

OPPORTUNITY ZONE ZONING:

Planners will review existing zoning to determine appropriateness for future development

RCSJ - GLOUCESTER - PERSONNEL ACTIONS Date: 10/1/2019

(2) Full-Time New Hires:

Title	Name	Rationale	Salary	Effective Date
Director II, Radio, Television, and Film Services	Judith MacKenzie	New Position	\$53,000.00 per year	9/9/2019
Human Resources Assistant	Patricia Wynn	Replacement	\$16,57 per hour	9/24/2019

(3) Employee Transition:

Title	Name	Rationale	Salary	Effective Date
Team Coordinator IV, Student Records	Gail Fitchett Milone	Title Change	\$15.06 per hour	10/7/2019
Administrator, Academic Advisement	Brianna Berrios	Title Change	\$40,000.00 per year	9/30/2019
Physical Therapist Assistant Instructor/ Clinical			\$58,339.16 per year	
Education Coordinator	Eileen Doyle	Title Change	(No Change)	9/30/2019

(3) Part-Time New Hires:

Title	Name	Rationale	Salary	Effective Date
Office Assistant, Business Studies	Anthony Hairston	Reassignment	\$10,00 per hour	9/16/2019
Teaching Assistant, Academic Support Center	Lena Stinson	Replacement	\$14,00 per hour	9/23/2019
Teaching Assistant, Academic Support Center	Emily Cochran	Replacement	\$14,00 per hour	9/4/2019

(12) Adjunct - 2019-2020 New Hires:

Name	Division	
Benjamin Kukainis	Education, Behavioral Sciences, and Humanities	
Galina Graulau	Education, Behavioral Sciences, and Humanities	
Bonita Leadem	Law and Justice	
Meghan McFarland	Nursing and Health Professions	
Larissa Schoudt Joyce Hannigan	Nursing and Health Professions Nursing and Health Professions	
Kristy Acevedo	Nursing and Health Professions	
Jennifer Ferrell	Nursing and Health Professions	
Surnera Ozturk	STEM	
Jessica Crim	STEM	
Gregory Perugini	STEM	
Brian Kron	STEM	

(1) Faculty Promotion:

Title	Name	Effective Date	
Professor	Jane Crocker	9/1/2019	

(3) Resignations:

Title	Name	Salary	Effective Date	
Assistant Professor	Melody Randle	\$62,500.00 per year	9/5/2019	
Smart Classroom Coordinator	Vaughn Hampton	\$48,141.25 per year	9/20/2019	
Academic Advisor	Cheryl McBride	\$61,436.36 per year	10/1/2019	

RCSJ - CUMBERLAND - PERSONNEL ACTIONS Date: 10/1/2019

(1) Full-Time New Hire:

Title	Name	Rationale	Salary	Effective Date
One Stop Enrollment Services				
Representative III	Ashley DeLon	New Position	\$18.96 per hour	10/16/2019

(16) Part-Time New Hires:

Title	Name	Rationale	Salary	Effective Date
Learning Assistant III, STEM	Thaddeus Palmer	Transfer	\$23.83 per hour	9/9/2019
Learning Assistant III, STEM	Ryan Fay	Replacement	\$23.83 per hour	9/16/2019
Laboratory Technician, STEM	Evan Scott	Transfer	\$23.83 per hour	9/16/2019
One Stop Enrollment Services				
Representative III	Jillian Pierce	Reassignment	\$18.96 per hour	10/1/2019
Hiset Proctor, Workforce Education			0	
and Career Services	Benito Maldonado	Replacement	\$20.00 per hour	9/6/2019
ABE Instructor, Workforce				
Education and Career Services	Hedy Negron	Replacement	\$25.00 per hour	9/16/2019
Hiset Proctor	Marie Lamar-Williams	Replacement	\$20.00 per hour	9/23/2019
Tutor, Testing & Tutoring	Daniel Hendrickson	Replacement	\$10.00 per hour	9/24/2019
Tutor, Testing & Tutoring	Franklin Curoto	Replacement	\$10,00 per hour	9/25/2019
Tutor, Testing & Tutoring	Abigail Shaver	Replacement	\$10,00 per hour	9/26/2019
Tutor, Testing & Tutoring	Diamond Bennett	Replacement	\$10.00 per hour	9/27/2019
Tutor, Testing & Tutoring	Romona Pontelandolfo	Replacement	\$10.00 per hour	9/28/2019
Tutor, Testing & Tutoring	Travis Riland	Replacement	\$10.00 per hour	9/29/2019
Tutor, Testing & Tutoring	Eduardo Almaraz Beltran	Replacement	\$10.00 per hour	9/30/2019
Tutor, Testing & Tutoring	Lea DeStefanis	Replacement	\$10.00 per hour	10/1/2019
Tutor, Testing & Tutoring	Catherine Giuliani	Replacement	\$10.00 per hour	10/2/2019
Tutor, Testing & Tutoring	Daniel Guitierrez Reyes	Replacement	\$10.00 per hour	9/10/2019

(1) Employee Transition:

Title	Name	Rationale	Salary	Effective Date
Assistant Director, Athletics	Christopher Lopez	Title Change	\$52,185.00 per year	9/16/2019

(3) Adjunct - 2019-2020 New Hires:

Name	Division		
Rebecca Ross	Clinical Field Specialist Nursing		
Dennis Stiles	Arts & Humanities		
Jennifer Casper	Nursing		

Rowan College of South Jersey President's Employment Agreement

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of this ______ day of ______, 2019, by and between Rowan College of South Jersey (hereinafter referred to as the "College") and Frederick Keating (hereinafter referred to as "Keating").

WITNESSETH

WHEREAS, Frederick Keating has been employed as the President of Rowan College of South Jersey; and accepts the terms and conditions set forth in this Agreement; and

WHEREAS, the Board of Trustees ("the Board") of Rowan College of South Jersey desires to continue to employ Frederick Keating as the President of the College and to record the terms and conditions of his employment in an Employment Contract (hereinafter, "the Agreement").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the College and Keating covenant and agree as follows:

- **I.** <u>EMPLOYMENT</u>. Pursuant to the terms and conditions of this Agreement, the College agrees to employ Keating as its President and Keating agrees to serve as the President of the College and to render services to the College as set forth herein.
- II. <u>TERM.</u> The term of this Agreement shall extend to June 30, 2022 (the "Term"). Thereafter, Keating shall serve in the position as President of the College at the pleasure of the Board of Trustees.
- III. <u>DUTIES</u>. The President shall well and faithfully serve the College in such capacity as aforesaid, and shall, consistent with the College's personnel policies, at all times devote his whole time, attention, and energies to the management, superintendence, and improvement of the College to the utmost of his ability, and shall do and perform all such services, acts, and things connected therewith as the Board, by its By-Laws have delegated to him, and which are of a nature properly belonging to the duties of a college president. Participation in any outside organizations, associations, clubs, or groups shall be consistent with the importance and dignity of the presidential office.

IV. <u>COMPENSATION</u>.

A. BASE SALARY.

1. Effective July 1, 2019 Keating's base salary shall be \$200,599, and thereafter, each July 1 during the Term, Keating's base salary of

- shall be increased at the same rate as given to all other College Cabinet members generally, but in no event less than 2% per year, with the first such increase becoming effective July 1, 2019.
- 2. If, during the Term, the scope of the President's job duties be increased substantially, Keating and the Board of Trustees shall negotiate additional salary to compensate for such additional duties. The method of payment shall be in accordance with College policy. Nothing herein shall prevent the College from granting an additional increase in salary and benefits during the term of this Agreement, its renewal or any extension thereof. Salary adjustments under this Agreement (which shall not reduce base salary) for future years beyond the Term shall be based on annual performance appraisals conducted by the Executive Committee of the Board of Trustees.

B. <u>PERIODIC REVIEWS AND REPORTS</u>.

- 1. Annual Written Review of the President: There shall be an annual written review of the President's performance. This annual review, based on goals prepared by the President, with the advice and approval of the Board, as well as other criteria which may be set by the Board, will occur each year. At each June meeting of the Board, the President shall submit to the Board an assessment of the state of the College, his personal objectives, specific goals and priorities for the ensuing twelve months. At the end of this annual time frame, the President shall report to the Board on the extent to which the goals have been accomplished and the President shall be evaluated based on his progress as well as any other criteria which may have been established by the Board.
- 2. Annual Progress Report by the President: At each June meeting of the Board during the Term, the President shall present a written report to the Executive Committee of the Board regarding the extent to which the goals of the preceding year were achieved. Said report will be presented by the Board Chair to the full Board at the June meeting. Nothing in this paragraph shall be construed as preventing the Board from requesting a report from the President on any matter at any other time.

- **C. BENEFITS**. Keating shall receive the maximum benefits accorded to faculty and administrators of the College including, without limitation:
 - 1. <u>Insurance/Indemnification</u>. The College shall provide Keating with directors' and officers' liability insurance coverage with the same terms and conditions applicable to trustees and/or officers.
 - 2. <u>Health Insurance</u>. The College will provide medical, hospitalization, and prescription insurance coverage and other similar benefits in accordance with College Policy unless specifically excluded. The College will provide dental coverage under Delta Dental's Executive Plan.
 - 3. <u>Retirement</u>. Keating will participate in the PERS pension system. Keating and the College shall each contribute the statutorily required percentages to PERS.
 - 4. <u>Temporary Disability Insurance</u>. The College shall provide short-term disability insurance accordance with College policies.
 - 5. <u>Automobile</u>. The College will provide for Keating's use an automobile owned and titled to the College. Keating will be entitled to use the automobile for reasonable personal as well as all professional use. In the event that Keating ceases to be the President of the College for any reason, he shall immediately return the automobile to the possession of the College.
 - 6. <u>College Travel</u>. The College shall reimburse Keating for the reasonable and necessary expenses of business related travel, subject to the College's normal authorization and reimbursement policies.
 - 7. <u>Sick, Holiday and Personal Leave</u>. Keating will be granted and may use sick, holiday and personal leave in accordance with the College's personnel policies. Any payment for unused sick, holiday or personal leave shall be according to the College's general personnel policies, as may be amended from time to time.
 - 8. <u>Vacation</u>. Keating shall earn thirty (30) days paid vacation per year. No more than one (1) year's worth of accrued vacation may be carried forward into any subsequent fiscal year with any additional amount forfeited. The College strongly encourages Keating to use the available vacation days annually. Keating's use of vacation over fourteen (14) consecutive calendar days requires approval of the Board Chair. Unused vacation shall not be compensated.

- 9. <u>Professional Development/Community Development</u>. The Board agrees that Keating should pursue professional development and community activities. As such, subject to College preapproval of all courses and payments, the College will pay for such courses and Gloucester/Cumberland County Activity expenses.
- 10. <u>Additional Leave</u>. Additional leave may be allowed to Keating by the College, at such time, and by and upon such conditions as are deemed appropriate. Such additional leave shall be granted at the sole discretion of the Board.
- 11. **Annuity/Life Insurance**. Each January 1, or as soon thereafter as practicable, within the Term, the College shall make an annual contribution of \$5,000 to an annuity/life insurance plan selected by the President.
- V. <u>CONCURRENT ACADEMIC RANK</u>. During each academic year of this Agreement, the Board shall take appropriate action to award Keating concurrent academic rank of Professor assigned to the Liberal Arts Division.
- VI. <u>TERMINATION</u>. Keating' employment shall immediately cease and terminate upon the occurrence of any one of the following events:
 - A. Expiration of the Term set forth in this Agreement (subject to the notice required in Section IX of this Agreement).
 - **B.** The death of Keating.
 - C. The disability of Keating, with the term "Disability" defined as Keating's inability to perform one or more of the essential functions of his position as a result of incapacity due to mental or physical condition for a period which can reasonably be expected to last at least 180 consecutive calendar days or for a non-consecutive period of 180 calendar days in any twelve month period.
 - **D.** Resignation by Keating.
 - **E.** Termination by the Board.
 - 1. For the period of the Term, Keating may only be terminated by the Board for "just cause." "Just cause" will be determined at the discretion of the Board of Trustees, but shall include any act or omission by Keating which the Board could reasonably conclude renders him unsuitable or unfit to serve as President.
 - **F.** Should Keating's employment be terminated for any of the above referenced reasons, the obligations and benefits described in this

Agreement shall no longer be binding and Keating shall be entitled only such base salary as earned by Keating through the date of his termination.

VII. END OF TERM; EMPLOYMENT AT-WILL

A. At the conclusion of the Term, to the extent that the Board has not provided notice pursuant to Section IX of this Agreement, Keating shall thereafter serve at the pleasure of the Board and may be removed from office based upon a confidential vote of a majority of the members of the Board, subject only to the notice required in Section IX of this Agreement.

VIII. FACULTY APPOINTMENT UPON TERMINATION OF PRESIDENCY; CONDITIONS

A. If, after the conclusion of the Term, Keating resigns in good standing and with proper notice under this Agreement or the Board elects to terminate Keating's Presidency other than "for cause" or disability, the Board shall offer Keating an appointment to the College faculty as a tenured Professor assigned to the Liberal Arts Division. If Keating accepts, he shall be assigned a salary equal to the maximum of the range established for full Professors and shall thereafter receive annual increases consistent with the applicable bargaining unit agreement.

IX. NOTICE OF TERMINATION

- A. If Keating desires to terminate his presidency, Keating shall provide at least 180 days written notice of his intent to terminate (the 180 period shall be referred to as the "Notice Period"). If Keating resigns and gives proper notice and is not terminated for cause, he shall receive the compensation and benefits under this Agreement for the notice period provided he continues to render proper service under this Agreement or provided that such service is waived by affirmative vote of the Board.
- B. If the Board desires to terminate Keating as President at the end of the Term or at any time thereafter, other than for "just cause" or disability, the Board and Keating shall provide at least 180 days written notice of its intent to terminate (also referred to as the "Notice Period.") Unless said termination is for "just cause," Keating shall continue to receive the compensation and benefits under this Agreement for the Notice Period provided he continues to render proper service under this Agreement or provided that such service is waived by affirmative vote of the Board.

X. MISCELLANEOUS

A. <u>Complete Agreement</u>. This Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Agreement shall not be amended, modified or changed

except upon the mutual consent of Keating and the Board. Any amendment or modification, to be effective, must be reduced to writing and signed by all parties to this Agreement.

- B. <u>Applicable Law; Jurisdiction</u>. This Agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of New Jersey.
- C. <u>Partial Invalidity</u>. The invalidity or unenforceability of any term, provision or clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- **D.** Waiver of Breach. The failure of either party at any time or times to require performance of any provision hereof shall in no way affect the right at a later time to enforce the same.

IN WITNESS WHEREOF, the parties to this writing have duly executed this Agreement as of the day and year first written above.

Rowan College of South Jersey

GENE CONCORDIA

Chair, Board of Trustees

DATE: <u>(0/ //_______,</u> 2019

FREDERICK KEATING

DATE: 10/1/19, 2019

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RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE CONTRACT EXECUTION AND ACCEPT FUNDS FROM THE CUMBERLAND/SALEM REGIONAL CONSORTIUM CONSOLIDATED ADULT BASIC SKILLS AND INTEGRATED ENGLISH LITERACY AND CIVICS EDUCATION GRANT PROGRAM FOR THE RCSJ-CUMBERLAND CAMPUS.

WHEREAS, The NJ Office of the Secretary of Higher Education requires Board of Trustees approval for the Rowan College of South Jersey, Cumberland Campus Administration to apply for and accept these funds; and

WHEREAS, The NJ Office of the Secretary of Higher Education requires the Board of Trustees to grant permission to the Cumberland Campus Administration to accept these funds for the Fiscal Year starting on July 1, 2019, and ending on June 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees on the 1st day of October, 2019, that permission is granted to the Rowan College of South Jersey Cumberland Campus Administration to accept funds in the amount of \$155,000 and execute the contracted activities for the Cumberland/Salem Regional Consortium Consolidated Adult Basic Skills and Integrated English Literacy and Civics Education Grant Program, for year 2 of 3, Fiscal Year 2019.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held on Tuesday, Oct. 1, 2019.

Gene J. Concordia, Chair

Attested:





RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO GRANT ACADEMIC SERVICES PERMISSION TO APPLY, AND UPON AWARD, ACCEPT FUNDING FROM THE NATIONAL SCIENCE FOUNDATION'S IMPROVING UNDERGRADUATE STEM EDUCATION: HISPANIC-SERVING INSTITUTIONS (HSI) GRANT PROGRAM.

WHEREAS, the NJ Office of the Secretary of Higher Education requires the Board of Trustees approval for the Rowan College of South Jersey, Cumberland Campus Administration to apply for these funds; and

WHEREAS, the NJ Office of the Secretary of Higher Education requires the Board of Trustees to grant permission to the Cumberland Campus Administration to apply for these funds for the Fiscal Year starting on July 1, 2020, and ending on June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees on the 1st day of October 2019, that permission is hereby granted to the Cumberland Campus Administration to apply, and upon award, accept funding in the amount of \$2,500,000 over five years (2020-2025) from the National Science Foundation's Improving Undergraduate STEM Education: Hispanic-Serving Institutions (HSI) Grant Program.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held on Tuesday, Oct. 1, 2019.

Gene I Concordia, Chair

Attested:

